REMARKS/ARGUMENTS

This Amendment is in response to the Office Action dated October 12, 2005. Claims 1-43 are pending in the present application. Claims 1-43 have been rejected. Claims 17 and 43 have been amended to address §112 rejections. Support for the amendments to claim 17 is found throughout the specification, and in particular, on page 7, lines 9-14, page 8, lines 22-23, and page 9, lines 5-6. Applicants respectfully submit that no new matter has been presented. Accordingly, claims 1-43 remain pending. For the reasons set forth more fully below, Applicants respectfully submit that the claims as presented are allowable. Consequently, reconsideration, allowance, and passage to issue are respectfully requested.

Claim Rejections - 35 U.S.C. §112

The Examiner has stated:

> **Claims 17 and 43 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.**
> **Claim 43 recites the limitation "the UI application" in line 1. There is insufficient antecedent basis for this limitation in the claim. In the interest of compact prosecution, the locus of the claimed combination is unspecified.**
> **Claim 17 recites the limitation "first, second and third sets of commands" in lines 1-2. There is insufficient antecedent basis for this limitation in the claim. There are no such sets in parent claim 16.**

In response, claims 17 and 43 have been amended to address the above-referenced rejections. Specifically, claim 17 has been amended to clarify that the first, second, and third sets of commands are the commands from a web server, the commands from the browser, and the control commands, respectively. Support for the amendments to claim 17 is found throughout the specification, and in particular, on page 7, lines 9-14, page 8, lines 22-23, and page 9, lines 5-6. Furthermore, claim 43 has been amended such that "the" UI application now reads "a" UI

application. Applicants respectfully submits that claims 17 and 43, as amended, provide

sufficient antecedent basis, and these claims are now definite under 35 U.S.C. 112, second

paragraph.

Claim Rejections - 35 U.S.C. §102

The Examiner has stated:

> Claims 1, 5, 28, 29 and 36-38 are rejected under 35 U.S.C. 102(e) as being anticipated by Jackson et al (Jackson), US 6,760,128, 6 July 2004.
> Jackson is directed to providing a payment schedule for using an image database.
> As to claim 1:
> A method for utilizing a database, the method comprising:
> (a) accessing the database over a public network by a browser without downloading database software; and
> (b) controlling usage of the database based on an agreed-upon schedule and price.
> Jackson teaches the invention essentially as claimed. In particular, access by a user is made through the Internet with a browser [COL 1 lines 32-34; COL 3 line 51]. Nowhere does Jackson indicate that downloading of database software is required for operation of the system. Jackson does address uploading of images in some detail, and segues into charging for the storage service within an image database at COL 1 lines 47-62.
> The cost of image storage is dependent on the time between uploading and transferring them. A payment schedule provides different service charges at different times [COL 2 line 60 to COL 3 line 17]. The scheduled transfer and dependent cost corresponds to an agreed-upon schedule and price.
> The elements of claims 5, 28, 29 and 36-38 are rejected in the analysis above and these claims are rejected on that basis.

Applicants respectfully disagree with the Examiner's rejections. The present invention

provides a method and system for providing a database. The method comprises accessing the

database over a public network by a browser without downloading database software. The

method further comprises controlling usage of the database based on an agreed-upon schedule

and price. Jackson does not teach or suggest these features, as discussed below.

Jackson discloses a method and system for providing a payment schedule for utilizing

stored images using a designated date. Specifically, Jackson discloses a method of selecting

images from a plurality of images previously stored by a user in a memory location of a service provider and ordering services to be provided utilizing the images. The method includes establishing a service account for the user with the service provider to permit the user to have access to ordered services. The method further includes receiving and storing a plurality of images along with a designated date in the memory location. The method further includes displaying image designators for at least a subset of the images for viewing by the user. The user selects at least one image to be utilized and selects a service. The method further includes receiving a payment for the selected service based on a payment schedule, which depends upon a designated date associated with the selected image, and providing the selected service using the selected image. (Abstract.)

However, Jackson does not teach or suggest "**controlling usage of the database** based on an agreed-upon schedule and price," as recited in independent claim 1. The Examiner has asserted that Jackson discloses charging for a storage service within an image database, referring to column 1, lines 47-62, of Jackson. However, this section clearly states that the "user can then upload a group of images, which are stored by the service provider **at no cost** to the user." This clearly teaches away from controlling usage of a database based on an agreed-upon schedule and price, as in the present invention. The Examiner has also asserted that in Jackson the cost of image storage is dependent on the time between uploading and transferring them and that a payment schedule provides different service charges at different times, referring to column 2, line 60, to column 3 line 17, of Jackson. However, Jackson does not disclose a payment schedule for controlling usage of a database, since images are stored "at no cost to the user," as described above. Instead, Jackson discloses **ordering services for photo products** (column 2, line 60, to

15

column 3, line 7). Furthermore, while a user may purchase photo products (e.g., standard photograph prints) from a service provider, usage of the database to fulfill an order is not controlled by the user. Instead, Jackson states that the "fulfillment center 40 is normally owned or **controlled** by the server provider."

Therefore, Jackson does not teach or suggest the combination of steps as recited in independent claim 1, and this claim is allowable over Jackson.

Independent claims 5, 9, 16, 23, 28, 29, and 36

Similar to independent claim 1, independent claims 5, 16, and 28 recite a database and "controlling usage of the database based on an agreed-upon schedule and price." As described above, with respect to independent claim 1, Jackson does not teach or suggest this feature. Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claims 5, 16, and 28. Therefore, these claims are allowable over Jackson for at least the same reasons as claim 1.

Claim 9 recites "controlling usage of the database based on an agreed-upon schedule and price." As argued above with respect to independent claim 1, Jackson does not teach or suggest this feature. Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claim 9. Therefore, claim 9 is allowable over Jackson for at least the same reasons as claim 1.

Claim 23 recites a database "wherein usage of the database is controlled based on an agreed-upon schedule and price." As described above, with respect to independent claim 1,

Jackson does not teach or suggest this feature. Accordingly, claim 23 is allowable over Jackson for at least the same reasons as claim 1.

Claims 29 and 36 recite a database and "controlling access to the database based upon a mutually agreed-upon criteria between a provider of the database and the user." As described above, with respect to independent claim 1, Jackson does not teach or suggest this feature. Accordingly, claims 29 and 36 are allowable over Jackson for at least the same reasons as claim 1.

Claim Rejections - 35 U.S.C. §103

The Examiner has stated:

Claims 2-4, 6-27, 30-35 and 39-43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Jackson et al (Jackson), US 6,760,128, 6 July 2004 and Nguyen et al (Nguyen), US 5,737,592, 7 April 1998.

Applicants respectfully disagree with the Examiner's rejection. Claim 27 recites "wherein usage of the database based on an agreed-upon schedule and price." As argued above with respect to independent claim 1, Jackson does not teach or suggest this feature. Accordingly, the above-articulated arguments related to independent claim 1 apply with equal force to claim 27. Therefore, claim 27 is allowable over Jackson for at least the same reasons as claim 1.

Dependent claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43 depend from independent claims 1, 5, 9, 16, 23, 29, and 36, respectively. Accordingly, the above-articulated arguments related to independent claims 1, 5, 9, 16, 23, 29, and 36 apply with equal force to claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43, which are thus allowable over the cited references for at least the same reasons as claims 1, 5, 9, 16, 23, 29, and 36.
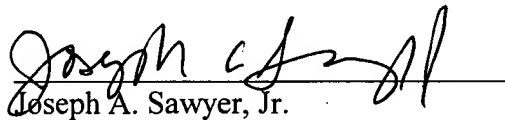
Conclusion

In view of the foregoing, Applicants submit that claims 1-43 are patentable over the cited references. Applicants, therefore, respectfully request reconsideration and allowance of the claims as now presented.

Applicants' attorney believes that this application is in condition for allowance. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

Respectfully submitted,

SAWYER LAW GROUP LLP

__January 12, 2006__
Date

Joseph A. Sawyer, Jr.
Attorney for Applicant(s)
Reg. No. 30,801
(650) 493-4540